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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

IFD FILMS AND SERVICES LTD., a  
Hong Kong Limited Partnership  
qualified to do business in California,

Plaintiff,

v.

SEVERIN FILMS, INC., a Nevada  
corporation; DAVID GREGORY, an  
individual; JOHN CREGAN, an  
individual; CARL DAFT, an individual;  
MICHAEL WORTH, an individual;  
TELEVENTURES CORPORATION,

Case No.:

**COMPLAINT FOR:**

- 1. COPYRIGHT INFRINGEMENT  
AND**
- 2. CANCELLATION OF  
FRAUDULENTLY-OBTAINED  
COPYRIGHT REGISTRATIONS**

**17 U.S.C. §101 *et seq.***

**37 C.F.R. § 201.7(c)(4) and  
COMPENDIUM OF U.S.  
COPYRIGHT OFFICE  
PRACTICES, Third Edition, Chapter  
1807.4(D) and 1807.4(F)**

**DEMAND FOR JURY TRIAL**

1 a Nevada corporation; MARCO  
2 JOACHIM a/k/a JON MARCO  
3 JOACHIM, an individual; and DOES 1-  
4 10,  
5 Defendants

6  
7 Plaintiff, by its undersigned attorneys, for its Complaint against  
8 Defendants, alleges as follows:

9 **JURISDICTION AND VENUE**

10 1. This action arises under the copyright laws of the United States,  
11 17 U.S.C. §101 et seq. The jurisdiction of this Court is invoked pursuant to  
12 28 U.S.C. §§1331 and 1338.

13 2. Venue is properly laid in this Court pursuant to 28 U.S.C.  
14 §§1391(b) and (c) because the claim arises in this district and the Defendants  
15 reside in and transact business in this district.

16 **PARTIES**

17 3. Plaintiff IFD FILMS AND SERVICES LTD. (“IFD”) is a  
18 Hong Kong Limited Partnership qualified to do business in California.

19 4. Defendant TELEVENTURES CORPORATION (“TVC”) is a  
20 Nevada corporation qualified to do business in California with its principal  
21 place of business in Los Angeles County, California.

22 5. Defendant MARCO JOACHIM a/k/a JON MARCO JOACHIM,  
23 an officer, shareholder, and member of the Board of Directors of TVC, is an  
24 individual who resides in Los Angeles County, California.

25 6. Defendant SEVERIN FILMS, INC. (“SFI”) is a Nevada  
26 corporation qualified to do business in California with its principal place of  
27 business in Los Angeles County, California.

28 7. Defendant DAVID GREGORY (“GREGORY”), an officer,

1 shareholder, and member of the Board of Directors of SFI, is an individual  
2 who resides in Los Angeles County, California.

3 8. Defendant JOHN CREGAN ("CREGAN") an officer,  
4 shareholder, and member of the Board of Directors of SFI, is an individual  
5 who resides in Los Angeles County, California and in England.

6 9. Defendant CARL ERIC RICHARD DAFT ("DAFT") an officer,  
7 shareholder, and member of the Board of Directors of SFI, is an individual  
8 who resides in Los Angeles County, California and in England.

9 10. Defendant MICHAEL WORTH ("WORTH"), a Producer on  
10 various SFI documentaries, is an individual residing in Los Angeles County,  
11 California.

12 11. The Defendants designated herein as "Does 1 through 10" are  
13 presently unknown to Plaintiff. True names, identities, and capacities, and  
14 their respective relationship to the known Defendants, are presently unknown  
15 to Plaintiff, which therefore sues said Doe Defendants by such fictitious  
16 names. The Doe Defendants are believed to be individuals or entities that  
17 aided the named Defendants in carrying out the infringing activities described  
18 in detail below, either as independent contractors, or entered into a  
19 conspiracy and agreement with the known Defendants to perform those acts,  
20 for financial gain and profit, in violation of Plaintiff's protected rights.  
21 Plaintiff requests leave of Court to amend this Complaint to set forth their  
22 true names, identities, and capacities upon ascertaining the same. The Doe  
23 Defendants and the known Defendants are sometimes referred to hereinafter  
24 collectively as "Defendants".

25 12. Plaintiff is informed and believes and thereon alleges that at all  
26 times material hereto each Defendant herein was the agent, servant, and  
27 employee of each of the other Defendants and was at all times material hereto  
28

1 acting with the knowledge and consent of the other Defendants and within  
2 the course and scope of the agency, service, and employment, and that each  
3 Defendant named herein authorized and ratified the acts complained of  
4 herein.

5 13. The existence of TVC and SFI as separate entities should be  
6 disregarded, and a judgment herein against them should also be against their  
7 individual shareholders and owners and the individual Defendants, jointly  
8 and severally. The judgment should “pierce the corporate veil” because there  
9 is a unity of interest and ownership by and between TVC and SFI on the one  
10 hand, and their individual shareholders and owners and the individual  
11 Defendants on the other hand. The legal protection of limited liability should  
12 be ignored inasmuch as TVC and SFI and their individual shareholders and  
13 owners and the individual Defendants engaged in the following conduct: (a)  
14 commingling of funds and other assets; (b) diversion of corporate funds or  
15 assets for other than corporate uses; (c) treatment by an individual of the  
16 assets of the corporation as their own; (d) failure to obtain authority to issue  
17 stock; (e) holding out by an individual that he is personally liable for the  
18 debts of the corporation; (f) failure to maintain minutes or adequate corporate  
19 records; (g) confusion of the records of separate entities; (h) identical  
20 equitable ownership in two entities; (i) failure to adequately capitalize the  
21 corporation; (j) absence of corporate assets; (k) use of a corporation as a mere  
22 shell, instrumentality, or conduit; (l) concealment and misrepresentation of  
23 the identity of the responsible ownership, management, and financial  
24 interests; (m) the disregard of legal formalities and the failure to maintain  
25 arms’ length relationships among related entities; (n) diversion of corporate  
26 assets.

27 **STATEMENT OF FACTS**

1           14. In 1982, TVC's predecessor in interest, Trans-Continental Film  
2 Corporation, an entity solely owned, on information and belief, by the father  
3 of JOACHIM, Lawrence ("Larry") Joachim, wrongfully defrauded the  
4 United States Copyright Office and obtained copyright registration  
5 certificates (the "Bogus Certificates") for the following motion pictures,  
6 falsely claiming that it was the sole Copyright Claimant, sole Owner, and  
7 sole Author (by virtue of an ostensible work-for-hire agreement) of each of  
8 them:

- 9           • "MISSION OF THE DRAGON" a/k/a "MISSION FOR THE  
10 DRAGON" a/k/a "RAGE OF THE DRAGON" (Copyright  
11 Registration Number PA0000147714);
- 12           • "THE DRAGON, THE HERO" a/k/a "DRAGON ON FIRE"  
13 (Copyright Registration Number PA0000147717); and
- 14           • "GOLDEN DRAGON, SILVER SNAKE" (Copyright Registration  
15 Number PA0000147718) (the "Three Motion Pictures").

16 Trans-Continental Film Corporation has transferred and assigned ownership  
17 of the Bogus Certificates to TVC.

18           15. TVC has, and at all relevant times had, no ownership interest  
19 whatsoever in and to the Three Motion Pictures, and had only a license from  
20 the original rightful owner of the copyright in and to each of the Three  
21 Motion Pictures, IFD, for a limited term, in limited media, and in limited  
22 territories, to exploit the Three Motion Pictures. Despite having only this  
23 very limited license, TVC nevertheless defrauded the United States  
24 Copyright Office by wrongfully obtaining the Bogus Certificates. IFD has  
25 repeatedly demanded, ultimately to no avail, that TVC and MARCO  
26 JOACHIM file Cancellations of the foregoing ill-gotten Bogus Certificates  
27 with the United States Copyright Office. And despite previously agreeing to  
28

1 cancel its fraudulent registrations by and through its counsel, MARCO  
2 JOACHIM and TVC have failed and refused, and continue to fail and refuse,  
3 to file said Cancellations with the Copyright Office.

4 16. Relying upon these fraudulently obtained Bogus Certificates,  
5 TVC has continually, from the time those Bogus Certificates were issued to  
6 its predecessor and thereafter transferred to it, to the present day, licensed the  
7 Three Motion Pictures to numerous third-parties throughout the world,  
8 including in the United States, in various media (theatrical exhibition, home  
9 video, streaming, television, *etc.*) and for various terms. Plaintiff only  
10 recently became aware of the fraudulently-obtained Bogus Certificates and  
11 TVC's activities in licensing the Three Motion Pictures in various territories  
12 throughout the world, including the United States, and for viewing/streaming  
13 on various websites.

14 17. TVC has purported to license the Three Motion Pictures to SFI  
15 for inclusion in a documentary entitled **"ENTER THE CLONES OF**  
16 **BRUCE LEE"** (the "Blue Ray"), which, in turn, is being sold by SFI  
17 separately and as part of a box set containing it, entitled **"THE GAME OF**  
18 **CLONES: BRUCEPLOITATION COLLECTION VOL. 1"** (the "Box  
19 Set"). Although IFD has informed SFI that its agreement with TVC for the  
20 Three Motion Pictures is invalid and has repeatedly demanded that SFI  
21 terminate its sale of the Blue Ray and the Box Set, SFI has failed and refused,  
22 and continues to fail and refuse, to do so.

23 18. The Box Set also contains, as a "bonus" when ordered by the  
24 consumer from SFI's website, a motion picture entitled "The Growling Tiger  
25 a/k/a Tiger from China a/k/a Tracking the Way of the Dragon a/k/a The  
26 Black Dragon vs. The Yellow Tiger" (the "Fourth Motion Picture"), the  
27 exclusive copyright to which is owned by IFD. IFD does not know where and  
28

1 how SFI obtained the materials needed to include the Fourth Motion Picture  
2 in the Box Set.<sup>1</sup>

3 19. IFD is the sole Author of, the sole Owner of, and the sole  
4 Copyright Claimant of, the copyright in and to each of the Three Motion  
5 Pictures and in and to the Fourth Motion Picture. IFD owns and controls the  
6 United States copyright in and to each of the Three Motion Pictures and in  
7 and to the Fourth Motion Picture by virtue of its being the Producer of each  
8 of the Three Motion Pictures and by virtue of its obtaining an exclusive  
9 license from the producer of the Fourth Motion Picture. Each of the Three  
10 Motion Pictures and the Fourth Motion Picture contain material that is  
11 copyrightable subject matter under the Copyright laws of the United States.  
12 IFD has duly complied with all of the laws pertinent to the Three Motion  
13 Pictures and the Fourth Motion Picture as copyrighted works, and has duly  
14 filed Certificates of Registration in the United States Copyright Office, which  
15 has issued Certificate Numbers PA0 1-399-091, PA0 1-399-092, PA0 1-399-  
16 093, and PA0-399-149 (copies of which are attached hereto as Exhibits “A”,  
17 “B”, “C”, and “D”). Copies of each of the Three Motion Pictures and the  
18 Fourth Motion Picture are herewith lodged with the Court.

19  
20  
21 <sup>1</sup> Three (3) additional motion pictures owned by IFD may be added to these  
22 claims when GATT Registration Certificates for them are issued by the  
Copyright Office:

- 23 1. “Dragon on Fire” a/k/a “Enter Three Dragons”.
- 24 2. “Bruce Lee Against Supermen” a/k/a “Bruce Lee Versus  
25 Supermen” a/k/a “They Call Me Dragon” a/k/a “Call Me Dragon”.
- 26 3. “Bruce and the Iron Finger” a/k/a “Bruce vs. The Iron Hand” (A  
27 Bogus Registration, PA0000147719, was obtained by Trans-  
28 Continental Film Corporation in 1979 and should be included in the  
Bogus Registrations to be Cancelled).

Leave to amend this COMPLAINT will be sought as soon as the GATT  
Copyright Registration Certificates are issued by the Copyright Office.



1           20. The natural, probable, and foreseeable result of Defendants’  
2 wrongful conduct in connection with the Three Motion Pictures and the  
3 Fourth Motion Picture has been, and will continue to be, to deprive Plaintiff  
4 of the benefits of “selling” them (i.e. to license to third-parties the right to  
5 exhibit and exploit the Three Motion Pictures and the Fourth Motion Picture  
6 in various media and in various territories), to deprive Plaintiff of the  
7 goodwill associated therewith, and to injure Plaintiff’s relations with its  
8 present and prospective third-party licensees.

9           21. Plaintiff has lost, and will continue to lose, substantial revenues  
10 from the sale of the Three Motion Pictures and the Fourth Motion Picture and  
11 has sustained and will continue to sustain damage as a result of Defendants’  
12 wrongful conduct in selling the Blu Ray and the Box Set and Defendants’  
13 continued wrongful licensing of the Three Motion Pictures and the Fourth  
14 Motion Picture for viewing by the public *via* the Internet. Defendants’  
15 wrongful conduct has also deprived and will continue to deprive Plaintiff of  
16 opportunities for expanding its goodwill.

17           22. Plaintiff is informed and believes, and on that basis allege, that  
18 unless enjoined by this Court, Defendants intend to continue their course of  
19 conduct and to wrongfully use, infringe upon, and otherwise profit from  
20 Plaintiff’s Three Motion Pictures and the Fourth Motion Picture. As a direct  
21 and proximate result of the acts of Defendants herein alleged, Plaintiff has  
22 already suffered irreparable damage and has sustained lost profits. Plaintiff  
23 has no adequate remedy at law to redress all of the injuries that Defendants  
24 have caused and will continue to cause. Plaintiff will continue to suffer  
25 irreparable harm and sustain lost profits unless Defendants’ actions as herein  
26 alleged are enjoined by this Court.



**FIRST CLAIM FOR RELIEF**

**Copyright Infringement in Violation of 17 U.S.C. §101 *et seq.***

23. Plaintiff incorporates the allegations set forth in paragraphs 1 through 22 of this Complaint as if fully rewritten herein.

24. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, had access to the Three Motion Pictures *via* the limited license agreement from IFD and had access to the Fourth Motion Picture from an unknown source.

25. By their actions alleged herein, Defendants have infringed, and will continue to infringe, Plaintiff's copyrights in and to the Three Motion Pictures and in and to the Fourth Motion Picture.

26. Due to Defendants' acts of infringement, Plaintiff has suffered substantial damages to its business in an amount to be established at trial.

27. Due to Defendants' acts of infringement, Plaintiff has suffered general and special damages in an amount to be established at trial.

28. Due to Defendants' acts of copyright infringement as alleged herein, Defendants, and each of them, have obtained direct and indirect profits they would not otherwise have realized but for their infringement of the Three Motion Pictures and the Fourth Motion Picture. As such, Plaintiff is entitled to disgorgement of Defendants', and each of their, profits directly and indirectly attributable to Defendants' infringement of the Three Motion Pictures and the Fourth Motion Picture in an amount to be established at trial.

29. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, have committed copyright infringement with actual or constructive knowledge of Plaintiff's rights such that said acts of copyright infringement were, and continue to be, willful, intentional and malicious, subjecting Defendants, and each of them, to liability for statutory

1 damages under Section 504(c)(2) of the Copyright Act in the sum of up to  
2 one hundred fifty thousand dollars (\$150,000) per infringement.

3 30. Plaintiff is entitled to an injunction restraining Defendants, and  
4 the officers, agents and employees of Defendants, and all persons acting in  
5 concert with them, from engaging in any further such acts in violation of the  
6 Copyright laws.

7  
8 **SECOND CLAIM FOR RELIEF**

9 **Cancellation of Bogus Certificates Pursuant to 37 C.F.R. § 201.7(c)(4)**  
10 **and COMPENDIUM OF U.S. COPYRIGHT OFFICE PRACTICES,**  
11 **Third Edition, Chapter 1807.4(D) and 1807.4(F)**

12 31. Plaintiff incorporates the allegations set forth in paragraphs 1  
13 through 30 of this Complaint as if fully rewritten herein.

14 32. The Bogus Certificates were obtained by TVC's predecessor by  
15 defrauding the Copyright Office, and they should be cancelled. Pursuant to  
16 37 C.F.R. § 201.7(c)(4) and COMPENDIUM OF U.S. COPYRIGHT  
17 OFFICE PRACTICES, Third Edition, Chapter 1807.4(D) and 1807.4(F),  
18 Plaintiff requests that the Bogus Certificates for the Three Motion Pictures be  
19 cancelled by the Copyright Office, and this Court order TVC to request that  
20 the Copyright Office does so. "[T]he essential information provided in the  
21 application appears to be questionable", *i.e.* for each of the Three Motion  
22 Pictures, Trans-Continental Film Corporation falsely claimed that it was the  
23 sole Copyright Claimant by virtue of an ostensible work-for-hire agreement.

24 33. In fact, there was never a "work-for-hire" arrangement by and  
25 between Trans-Continental Film Corporation and Plaintiff. On their face,  
26 each of the Registrations for the Motion Pictures indicates that Trans-  
27 Continental Film Corporation was merely the distributor of the Motion  
28

1 Pictures (in the United States); it most certainly was not the “Owner” of the  
2 Copyright in and to the Three Motion Pictures. And, of course, distributors of  
3 motion pictures do not enter into “work-for-hire” arrangements with the  
4 producers/Copyright Claimants of those motion pictures.

5  
6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for relief as follows:

8 1. That the Court find that Defendants have wilfully infringed  
9 Plaintiff’s copyrights in and to the Three Motion Pictures , that TVC  
10 wrongfully-obtained the three Bogus Certificates and that TVC be ordered to  
11 request that the Copyright Office Cancel each of them, and that the Court  
12 find that, unless ordered to do so, there is a substantial likelihood that  
13 Defendants will continue to infringe the copyrights in and to the Three  
14 Motion Pictures.

15 2. That Defendants, their officers, agents, servants, employees,  
16 representatives, and attorneys, and all persons in active concert or  
17 participation with them, be preliminarily and permanently enjoined from  
18 reproducing, displaying, promoting, advertising, distributing, releasing to the  
19 public via the Internet, or selling, or any other form of exploiting, dealing or  
20 transacting in, the Three Motion Pictures and the Fourth Motion Picture.

21 3. That Defendants, and the directors, officers, agents, servants,  
22 and employees of Defendants, and all other persons in active concert or  
23 privity or participation with them, be ORDERED to give to Plaintiff any and  
24 all originals, copies, facsimiles, or duplicates of the Three Motion Pictures  
25 and the Fourth Motion Picture in their possession, custody or control; and  
26 that they be further ORDERED to remove them, or cause them to be  
27 removed, from any and all websites on which they are displayed for public  
28

1 and/or private viewing, streaming, or “download” and that all sales of the Blu  
2 Ray and Box Set be halted unless and until the Three Motion Pictures and the  
3 Fourth Motion Picture are removed from them.

4 4. That an accounting be made for all profits, income receipts, or  
5 other benefits derived by Defendants from the manufacture, copying,  
6 promotion, distribution, exhibition, display, or other exploitation of the Three  
7 Motion Pictures and the Fourth Motion Picture, and that all such profits,  
8 income receipts, or other benefits therefrom be deemed to be held in  
9 constructive trust for Plaintiff’s benefit.

10 5. That Judgment be entered in favor of Plaintiff and against  
11 Defendants, jointly and severally, for Plaintiff’s actual damages and  
12 Defendants’ profits in an amount to be proven at trial.

13 6. That Plaintiff be awarded all relevant costs and attorneys’ fees  
14 incurred in connection with the prosecution of its rights and litigation of this  
15 action; and

16 7. That Plaintiff be awarded such other and further relief as this  
17 Court deems just and appropriate.

18  
19 Dated: December 18, 2024

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23 PAUL S. LEVINE  
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25 By:       /s/ Paul D. Supnik        
26 PAUL D. SUPNIK  
27 Attorneys for Plaintiff  
IFD FILMS AND SERVICES LTD.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by the jury on its claims herein and all issues and claims so triable in this action.

Dated: December 18, 2024

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